

TERMS OF USE (PDF)

LEGAL SERVICES ENGAGEMENT

The Law Offices of Greenberg & Lieberman, LLC (“G&L”) with a primary address of 1775 Eye St., NW Suite 1150, Washington, D.C. 20006 U.S.A. is a law firm which provides legal services.

This website contains attorney advertising. Prior results with G&L do not guarantee a similar outcome.

1. Agreement

THIS IS A BINDING LEGAL AGREEMENT. YOU ARE SPECIFICALLY ADVISED TO SEEK INDEPENDENT LEGAL COUNSEL TO REVIEW THIS AGREEMENT PRIOR TO ENTERING INTO THIS AGREEMENT.

IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN DO NOT ACCESS THE SITE OR USE THE SERVICES.

This agreement is made between Greenberg & Lieberman, LLC (the “firm” or “G&L” and includes G&L’s subsidiaries, affiliates, partners, officers, members, directors, agents, and employees) and anyone who uses the website (the users). By using aplegal.com, EscrowDomains.com, DomainTheft.com or the site where these terms of sue appear (each a Site), you specifically agree to all terms of this agreement (the “Agreement” or “Terms of Use”). We reserve the right to not accept you as a client or to terminate this Agreement without your prior consent.

You agree to these Terms of Use by accessing the Site, ordering any services from G&L (such services being Legal Services), or accepting these Terms of Use in writing by a means other than through the Site.

Capitalized terms used in this Agreement are defined at their first use or in the Glossary that is at the end of this Agreement.

Note that acceptance of this Agreement could also constitute formation of a Transaction Agreement with an Other G&L Client.

2. Generic Non-Legal Information

With the exception of Legal Services provided by G&L through the Site, the site consists of generic general information (“Generic Non-Legal Information”) which may not be current, does not take into account your specific facts or circumstances and should not be construed as legal advice. We do not provide any warranty of any sort concerning the Generic Non-Legal Information. You should not take any actions solely based on the Non-Legal Information. For legal advice, you should retain an attorney who is licensed to practice law. G&L is a law firm qualified to provide legal advice, consisting of the Legal Services.

The Site may contain links to third party sites and services. We do not endorse and are not responsible for any third-party content or services that may be accessed from the Site and do not recommend or endorse the use of any of them.

3. G&L Licensed Attorney Qualifications

Each attorney listed on the Site, although related to the Firm may not work exclusively for the firm and may be of counsel and have his or her own firm as well. Although this Site may be seen throughout the U.S.A. and around the world, this does not mean our attorneys are licensed in all of such states or other jurisdictions. The Site indicates precisely where each G&L attorney is licensed. All Legal Services are rendered by the law firm G&L and its licensed attorneys identified on the Site. By emailing or otherwise transmitting information through this site or otherwise to us or any of our lawyers in connection with a matter for which we do not already represent you, you agree that our receipt or review of such information (other than such information as we may expressly request from you for the purpose of identifying conflicts of interest and evaluating our competence in the matter), even if it is confidential and transmitted in good faith

to retain us, will not preclude us, should we decline to represent you or should you decline to retain us, from representing another client directly adverse to you, even in a matter where that information could be used against you.

4. User Account

If you decide to procure Legal Services, we may, on our sole discretion, give you a unique account (each a Client Account) through which you may be able to: (i) access information in your electronic attorney client file on our systems; (ii) send us instructions; (iii) receive communication and correspondence related to Legal Advice; (iv) pay our fees (Legal Fees); (v) deliver payment of purchase price amounts related to purchase transactions for which you procure our Legal Services; and (vi) such other conveniences as may be available.

Each Client Account shall be accompanied by unique login credentials (User ID). You must not share your User ID with any third party. You are responsible for all instructions and other information delivered or received using your User ID. You must notify us immediately if you believe your User ID has been compromised. We reserve the right to suspend your access to a User ID if we believe it is being used in violation of these Terms of Use or in any way that could prejudice your rights as a client of G&L or G&L itself or any third party.

Your access to the Account and User ID shall terminate on any termination of this Agreement or when we cease representing you. Such termination will not limit your right to obtain a copy of your Account Information and other contents of your G&L attorney client file on request.

Where indicated by you, an Account may be held by an individual or an organized business entity. In any case, each Account may be used for business purposes only and not for individual consumer purposes. If you are registering on behalf of a business entity, you represent that you have the authority to bind that entity to this Agreement and each Transaction Agreement firmed hereunder. If you are acting through an agent, you are agreeing that, if your agent (e.g., employee, legal counsel, investigator, etc.) used the Site and/or Legal Services on your behalf, you are bound as a principal by all in this Agreement. You represent that your agent is

duly authorized to act for you hereunder. Your continued use of the Site and/or Legal Services will ratify any unauthorized actions of your agent. You are responsible for any errors made by your agent, and any breach of this Agreement by your agent will be considered a breach by you.

G&L shall not accept any communication from any Transaction Party unless it is sent by the Transaction Party in question and through their Account or from the Transaction Party in question and by email to escrow@escrowdomains. G&L reserves the right to suspend performance hereunder or await confirmation of an instruction from a Client if it believes that a communication received was not actually from the Client or was otherwise unclear or incomplete, as determined by G&L at its discretion.

5. User Systems

For you to procure our Legal Services, you must have a connection to the internet and a secure computer. You are responsible for the proper working order of your computer and its internet connection. You must keep your computer secure. We assume no liability as pertaining to computer viruses or other issues which you may obtain on your systems.

6. Scope and Duties Related to Legal Services

a) The Firm provides Legal Services to the Client pursuant to this Agreement and applicable law. The Firm shall provide those Legal Services reasonably required to represent the Client, shall maintain as confidential all of the Client's information, including but not limited to Account Information, shall keep the Client informed of the progress of the Legal Services at regular intervals and shall respond to Client's inquires within a reasonable time.

b) The Firm's agreement to represent the Client is based upon the Client's agreement hereby given to fully cooperate with the Firm at all times and to provide all detailed information as may be requested by the Firm. If the Client's sends any documents, prototypes, or any other associated item or material to the Firm, the Client is advised to send only copies, not originals, as the Firm does not

generally keep copies of all such materials and cannot be held responsible for returning materials to the Client.

c) The Firm will use cloud-based computer systems to collect and store some or all Client information. If Client is not agreeable to such method of storage, Client shall cease procuring the Legal Services.

d) The Firm will advise the Client on the specific matters assigned to the Firm by the Client as outlined in the Account, or other Specific Instructions , each of which are incorporated in this Agreement by this reference. The Client will not rely on the Firm for non-legal advice. The Client agrees that the Client will not use the Firm's name or opinions without the Firm's express written consent. After the Firm completes this matter, applicable laws or regulations might change that may affect the Client's future rights and liabilities. While the Firm will be pleased to continue to render Legal Services at the Client's request, the Firm is not obligated to advise the Client on any future legal developments unless the Client instructs the Firm to provide such additional Legal Services, signs a new engagement (such as this Agreement) with related instructions, agreement to pay related Legal Fees and provides an initial payment as required by the engagement.

7. Legal Fees and Retainer

a) Client shall pay Legal Fees for Legal Services. Greenberg & Lieberman, LLC accepts numerous payment methods including, but not limited to cash, checks, money orders, credit cards, PayPal transfers and bank wire transfers. If a specific payment method is designated in the Specifications, the Client agrees to make payments in the manner described. Upon request, we will provide the correct information for sending money via PayPal or wire transfer. The Client agrees to pay all ancillary costs associated with payments made via credit card, PayPal or wire transfer. Due to the rise in fraud around the world the Firm reserves the right to hold monies provided by a client, in its sole discretion until the Firm is satisfied that there are no issues associated with the payment nor any other type of fraud. Accordingly, payment via check and credit card may be delayed by 60 days or more, PayPal by 180 days or more.

b) Other than services provided on a fixed fee basis, Legal Services are provided by the Firm's attorneys on an hourly basis at the rate of \$275-\$600 per hour. Legal Services rendered by paralegals of the Firm will be billed at a lower rate depending on their experience, but in any event, at the minimum rate of \$180 per hour. Such Legal Fees are established by the Firm based on annual review and are a function of the experience and professional standing of the individual. Such hourly rates may, of course, change over time. The Firm's attorneys and paralegals charge in minimum .1 hour (6 minute) units. The Client agrees to promptly pay the Firm such Legal Fees via cash, check, money order, credit card or by wire transfer upon receipt of such Legal Services in accordance with the terms of this Agreement. The Firm shall impose a \$45 charge for a returned check (for insufficient funds) and impose a setup / handling fee of \$150 plus any associated credit card fees to return funds (by business check only) to a Client that discharges the Firm prior to it providing Legal Services.

c) Upon our (i) receipt of an accepted or signed Agreement (whether through the Site or by other means) and Schedule, if any, in person or by US mail delivery, courier, email or fax, and (ii) your delivery of the initial retainer deposit as outlined on the Schedule, you formally retain us as your counsel and authorize us to commence providing Legal Services on your behalf. All subsequent Specific Instructions making reference to this Agreement are made a part hereof. Client agrees that it will promptly pay the retainer and all subsequent Legal Fees for Legal Services when billed by the above prescribe processes.

d) For litigation matters, the Firm requires an advanced retainer amount for any attorney to enter an appearance in any litigation matter, whether the forum is an administrative agency or a court of law. The attorneys' and assistants' time and all disbursements will be charged against this retainer amount. Because litigation is an ongoing endeavor, the Firm will request additional advanced retainer amounts from time to time in order to maintain the level of representation required to advance the Client's case. Unless these requested advanced retainers are received in a timely manner, the Firm reserves the right to withdraw as counsel and terminate this Agreement.

e) We occasionally utilize the services of affiliate counsel in various states. Their

services may be our responsibility and you will not incur any additional charges for their review and counsel unless the subject matter falls outside the Legal Services contemplated in the Specific Instructions or if we notify you in advance that you will incur additional Legal Fees for Additional Services. Further, in an effort to reduce and maintain lower hourly rates, we may use contract attorneys or paralegal assistance. In addition, we use email in our communications with clients and you acknowledge that such email communications are sent unencrypted.

8. Cost and Expenses

In addition to paying Legal Fees, the Client agrees to pay all costs and expenses incurred by the Firm, including, but not limited to, any of the following if applicable (collectively, "Expenses"): express mail and messenger fees; long distance telephone charges; government filing fees; Transaction banking fees; Transaction payment processing fees; docketing fees; any travel, meal, lodging and parking fees; any computerized legal data base service; any litigation-related costs or fees; and other incidental expenses incurred on Client's behalf. Expenses shall be paid in the same manner as Legal Fees or as otherwise acceptable to the Firm and you in the Specific Instructions. The Firm reserves the right to require an Expense deposit in advance for reimbursement of foreseeable expenses. The Firm shall obtain the Client's consent before retaining any outside investigator, consultant or expert or incurring any extraordinary expense over \$100.00. Postage, photocopying and facsimiles in the ordinary course of business will not be charged to the Client (unless excessive, in which case they will be charged at \$.10 per page). The Client agrees that the Firm shall charge, to the extent possible, all such expenses (e.g. express mail) directly to the Client's already-established commercial accounts that shall be provided to the Firm at the time of commencement of services or as may be requested.

9. Invoice Statements

The Firm has a policy of Client payment of Legal Fees and Expenses prior to rendering Legal Services. However, the Firm will send regular statements to the Client for Legal Services rendered and Expenses incurred if the Client owes a

balance. The Client agrees to pay all such statements promptly upon receipt. Where the Account allows the Client to login and see all accounting, a separate accounting will not be provided. If the Firm agrees to accept partial payment then full payment shall be due either eight (8) weeks from the date of the acceptance hereof or prior to a filing, if applicable, whichever is sooner. The Client agrees that the Firm may decline to render further Legal Services until the Client pays any outstanding statement(s) in full. The Firm reserves the right to require additional retainer amounts in the future in the event the Client requests additional Legal Services.

10. Termination

When the Firm's Legal Services conclude, all unpaid charges, including outstanding statements and accrued Legal Fees, disbursements and Expenses incurred, if any, shall become due and payable. The Firm will return, in a reasonable time, any unearned portion of the advanced retainer amount and any non-incurred costs at the termination of the Firm's Legal Services by a business check payment only. During our representation, we will keep any documents relating to this matter. When the legal matter or our representation ends, we will keep any remaining documents in our files, including Account Information, for five years and will then destroy them in accordance with our policy for retaining and destroying documents and/or in accordance with any court protective order if the matter is in litigation. If you do not request delivery of your files before the end of the five-year period, you agree that we have no obligation to retain them and may, at our discretion, destroy them.

11. Discharge, Withdrawal and Treatment of Conflict

a) Our representation will end at the earliest of (i) your termination of our representation, (ii) our withdrawal, or (iii) the completion of the Legal Services described in the Specific Instructions. You agree that we shall determine, in our sole discretion, when such Legal Services have been completed: provided, however, that any such decision shall not be unreasonably made. We may decide to withdraw as counsel in the event that you fail to cooperate with us or otherwise act in a manner contrary to the interests of you and/or your company, or to timely

pay our statements in full, or in the event that we determine in our reasonable discretion that it would be improper or impracticable under the rules of professional responsibility to continue our relationship.

b) Any dispute between the parties and G&L shall be resolved through binding, not appealable arbitration, using either the Washington D.C. Attorney-Client Arbitration Board (“ACAB”) or the online capabilities of the virtualcourthouse.com arbitration. The laws of Washington, D.C. will govern this Agreement, without reference to rules governing choice of laws. Any action relating to this Agreement must be brought exclusively in the courts located in Washington, D.C. and you irrevocably consent to the jurisdiction of such courts, for jurisdiction and venue. You hereby waive to any objections that you may have as to venue, including forum non-conveniens.

12. Collection Costs

For any Legal Fees or Expenses for which payment is more than 60 days past due, the Firm shall assess interest on the amount due at thirteen and one-half percent (13.5%). Should it become necessary for the Firm to enforce the terms and provisions of this Agreement, the Client agrees to pay all costs of collection, including the costs of any collection agency and reasonable Firms’ fees, including reasonable attorney fees and disbursements (generated within or outside the Firm).

13. Disclaimer of Guarantee

Nothing in this Agreement shall be construed as a guarantee of promise about the outcome of the Legal Services undertaken for the Client. No one can make such guarantee. With respect to intellectual property matters, the Firm (i) does not guarantee that all possible outcomes will be revealed in patent and trademark search results; and (ii) assesses and informs the Client of the likelihood of success associated with filing patents, trademarks, or copyright applications but does not guarantee registration.

14. Express Waiver of Conflicts of Interest

G&L represents numerous persons and entities around the world. Many of these persons and entities work in the business known as domaining (each such entity, excluding you, being an “Other G&L Client”). G&L has provided many kinds of legal services to such Other G&L Clients, at times those legal services have included Escrow Services. It is not uncommon for clients of G&L, including Other G&L Clients, to interact with each other and transact business. If two or more persons or entities wish to procure Legal Services from G&L including Escrow Services, then said clients, including you, specifically waive any conflicts pertaining to G&L acting as a qualified intermediary for the following purposes even if the other party is a client of G&L’s on other legal matters: research & review of the facts surrounding the matter, contract review as pertaining to the Transaction, acquiring the property, money or rights (contractual or otherwise) (hereinafter “Asset”) from the original holder or Seller, transferring the Asset, acquiring a replacement asset if needed, transferring the replacement asset, administrative management of all assets in accordance with the contract terms, review of the title / ownership status of said assets; all in accordance with the escrow & transactional agreements.

15. Transaction Agreement Formation Through Site

Where indicated by you and an Other G&L Client, you and they agree to create a Transaction Agreement through the Legal Services on the Site. Where specifically or implicitly indicated, certain provisions of this Agreement shall constitute some or all of the Transaction Agreement. Each Transaction associated with a given Transaction Agreement shall be unique and separate from other Transactions that the same or similar parties may form from time to time.

The following shall be included in the Transaction Agreement:

a) Place of Performance, Governing Law (Transaction Agreement)

Transaction Parties agree that each Transaction is deemed to take place entirely in Washington, DC, U.S.A.. Any disputes arising under the Transaction Agreement shall be governed pursuant to laws applicable in Washington, DC, U.S.A.

b) Parties to Transaction Agreement

i) Seller. A person or entity offering real property, personal property, domain names (buy, rent or lease), intellectual property, and/or services for sale (each such property or service being an “Asset”), and desiring to use the Site and Legal Services in order to close such a sale, shall hereinafter be referred to as (“Seller”).

ii) Buyer. A person or entity desiring to purchase an Asset from a Seller, and desiring to use the Site and Legal Services to complete the purchase shall be referred to as (“Buyer”).

iii) A person or entity desiring to broker the sale of an Asset between a Seller and Buyer, and desiring to use the Site and Legal Services for completing the sale/purchase shall be referred to as (“Broker”).

c) Representations and Warranties

Each representation and warranty made by you under this Agreement is deemed to be incorporated in each Transaction Agreement and made by you (in whichever capacity as Buyer, Seller or Broker) to the other Transaction Parties with modifications such that they are logical (e.g. Buyer does not represent as to its title in an Asset that is Seller is selling).

d) Transaction Agreement Formation

Once all Parties have agreed to the terms of a Transaction Agreement, such terms (including a link to this Agreement) will be displayed on identical transaction screens to each Transaction Party. Your acceptance of the Transaction Agreement from such screen, together with the same by the other Transaction Parties will constitute **a binding agreement** for the sale, purchase, brokerage, exchange and or transaction between applicable Transaction Parties unless a Custom Transaction Agreement has been uploaded or the parties have agreed to use one of the templates provided in the system in which case the Custom Transaction Agreement shall be the Transaction Agreement.

e) Deposit for Funds or Assets for Transaction

If required by the Transaction Agreement, each of Buyer and Seller shall deposit Funds or other Assets required by the terms thereof with G&L in the amount set out therein, plus the applicable portion of Legal Fees that are due, as soon as practicable after the Buyer and the Seller and Broker, if any, agree upon the Transaction Agreement. By initiating and sending Assets or Funds through the Legal Services, all Transaction Parties appoint G&L as their respective attorney to receive the Funds for holding in escrow and release to the other applicable Transaction Party. Once the Buyer sends Funds, G&L will hold those Funds as the escrow agent for the Transaction Parties pending Closing of the Transaction, at which time G&L will release the Funds to the appropriate Transaction Party, most often the Seller and Broker.

f) Further Assurances

Each Transaction Party shall cooperate fully with the others and with G&L to give effect to each Transaction Agreement to which they are party, including, without limitation, providing information, completing and signing consents and other documents, and promptly tendering payments of Funds and Legal Fees and approving Asset transfers including domain name transfers and or the transfer of any other asset as required by the relevant Transaction Agreement.

g) Brokers and Transactions

The Broker may, through their Account, set up a proposed Transaction Agreement and also identify the actual or prospective Buyer and Seller, provided that Buyer and Seller shall be party to the Transaction Agreement only when they actually accept the terms thereof.

h) Transferring and Tracking of Escrowed Items

Once G&L has received Transaction Funds to be held by it in escrow and updated the Transaction information in all relevant Accounts to reflect receipt, Seller will be prompted to transfer the Assets described in the Transaction screen of their

Account to the Buyer or G&L. Unless agreed upon by all Parties, the Seller has seven (7) calendar days to begin the transfer of the Assets items to the Buyer (or G&L when applicable) and to update the Transaction screen of their Account by providing the tracking or domain transfer details where the Asset is a domain. If the Parties agree to extend the aforementioned period, then all Parties must promptly email escrow@escrowdomains to confirm such extension or modify the corresponding setting, if any, in each of their Accounts. In Basic Legal Service, Seller will transfer the Asset directly to Buyer based upon the information contained in Buyer's Account profile. In Premium Legal Service, the Asset will be transferred to G&L to be held in trust and released as per instructions from the Transaction Parties. All Parties agree to correspond with each other via phone, email, or other form of electronic communication to complete the transfer of to the Buyer directly or via G&L, as the case may be.

Upon delivery of Asset to the Buyer, Buyer shall update the status of the Asset in their Account "Received" and G&L shall share that information with the other Transaction Parties. This will start the Buyer's review period. The Buyer's review period is calculated in full calendar days and shall be identified in the Transaction Agreement. With Premium Legal Services and Financed Legal Services, where G&L takes possession of the Asset as an escrow agent for the Transaction Parties, no review period will be provided or required.

G&L reserves the right to start the Buyer's review period based on confirmation of delivery through online tracking, a Whois change, or confirmation of the registrar change. If G&L starts a Buyer's review period, G&L will so notify the Buyer by email and update the Transaction screen in each Transaction Party's Account to reflect that fact.

i) Buyer's Acceptance of Asset

Anytime during the Buyer's review period, the Buyer can confirm acceptance by clicking the "Accept" button on the Transaction screen in their Account. Upon such Buyer's acceptance, G&L will release Funds to the Seller and Broker, as applicable.

If the Buyer fails to update the transaction within the specified review period, the review period will automatically time out, and the Buyer's acceptance deemed granted and final pending verification by G&L within its sole and absolute discretion. Verification procedures may include, but are not limited to, contacting the Buyer via phone and/or email to confirm receipt and acceptance of the Asset or "Whois" database search for domain names. G&L reserves the right to delay the release of Funds and provide the Buyer an email notice if the specified review period has ended without the Buyer's involvement.

Unless the review period is more than five (5) days, G&L may consider the domain name transfer verified after five (5) days after G&L has emailed the Buyer and received no response.

The Seller may provide G&L any documentation as a form of proof showing delivery of Asset to the Buyer by emailing escrow@EscrowDomains.com.

Upon confirmation of Buyer's acceptance or G&L's verification absent formal acceptance, G&L will disburse Funds to the Seller and Broker, as applicable, less any Legal Fees and Expenses, and will send an itemized invoice to all Transaction Parties via email.

j) Buyer's Rejection of Asset

Anytime during the Buyer's review period, the Buyer can reject the asset by clicking the "Reject" button on the Transaction screen of their Account. Upon the Buyer's rejection, Buyer will have five (5) calendar days to begin the transfer process for returning the Asset to Seller, and to update the Transaction screen in their Account by providing the domain transfer details. If the Seller provided the Buyer a username and password via email, the Buyer is required to email the Seller and Cc escrow@EscrowDomains.com with the same or modified username and password. If the Seller completed the Asset (e.g. domain) transfer via a push, the Buyer is required to push the Asset back to the Seller's account. The Seller is required to promptly provide the necessary registrar account details to the Buyer via phone, email, or other electronic communication in order to effectuate the Asset transfer. If the Asset transfer was completed with an authorization code,

the Seller may elect to create an account at the domain's current registrar and promptly provide the necessary registrar account details to the Buyer via phone, email, or other electronic communication in order to effectuate the Asset transfer. The Seller may also elect to wait out any ICANN registrar lock (typically 60 days) and then have the Buyer provide the authorization code to effectuate the Asset transfer. In this scenario, both parties shall email escrow@EscrowDomains.com of such remedy.

As for website content, the transfer from Buyer to Seller shall be completed in the same manner as initially used by Seller to transfer such material to Buyer, and the Parties agree to promptly notify G&L upon the completion of any such transfer.

k) Transferring and Tracking of Returned Escrowed Items

Upon delivery of the returned merchandise, the Seller is required to update the Transaction status in their Account to "Received." This will start the Seller's review period. The Seller's review period is calculated in full calendar days and is the same review period length as agreed upon when creating or accepting the Transaction Agreement.

G&L reserves the right to start the Seller's review period based on confirmation of delivery through online tracking, online tracking, a Whois change, or confirmation of the registrar change. If G&L starts a Seller's review period, G&L will so notify the Seller by email and update the Transaction screen in each Transaction Party Account to reflect that fact.

l) Financed Legal Services

Financed Legal Services Transactions are Transactions that do not Close on account of the occurrence of any of the following events:

- i)** Upon the mutual agreement of the Transaction Parties, as determined by G&L;
- ii)** Upon the written instruction of an arbitrator designated for such purpose by the Transaction Parties; or

iii) Upon the failure of the Buyer to make a Funds payment in accordance with the Payment Schedule and subsequent disbursement of Assets to Seller which default remains uncured for five (5) days following notice thereof through the Account or by email to the Buyer.

m) Closing and Disbursement (Transaction Agreement).

Absent joint instructions from the Transaction Parties to the contrary, G&L shall disburse any Funds received from the Buyer to the Seller and Broker if applicable within five (5) business days of Acceptance by the Seller. Upon receipt of all Funds specified within the Transaction Agreement that the Buyer must transfer to G&L (for subsequent release to Seller), G&L shall transfer Asset(s) to Buyer. If the Buyer fails to remit payment in accordance with the Payment Schedule, G&L shall transfer any related Transaction Asset in its possession to the Seller (at the conclusion of the default cure period), and Buyer shall be entitled to no further remuneration from any of G&L or another Transaction Party.

n) Seller Acceptance of Returned Escrowed Items (Transaction Agreement)

Anytime during the Seller's review period, the Seller can confirm acceptance by clicking the "Accept" button on the transaction screen. Upon the Seller's acceptance, G&L will, in accordance with the contract, release Funds to the Buyer, less all applicable Legal Fees and Expenses.

If the Seller fails to update the Transaction screen in their Account within the specified review period, the review period will automatically time out, and the Seller's acceptance shall be deemed, at the discretion of G&L, Accepted and final pending verification by G&L within its sole and absolute discretion. Verification procedures may include, but are not limited to, contacting the Seller via phone and/or email to confirm receipt and acceptance of the Asset or "Whois" database search for domain names. G&L reserves the right to delay the release of Funds to Buyer and provide the Seller an email notice if the specified review period has ended without the Seller's involvement.

The Buyer may provide G&L any documentation as a form of proof showing delivery of Asset to the Seller by emailing escrow@EscrowDomains.com or

uploading same to their Account.

Upon confirmation of Seller's acceptance, G&L will, in accordance with the Transaction Agreement, disburse Funds to the Buyer less all Legal Fees and Expenses, and will send an itemized invoice to all Transaction Parties via email. Broker(s) shall not receive any Broker's commission or Funds in such cases because the Transaction will have been unsuccessful.

o) Seller Rejection of Returned Escrowed Items (Transaction Agreement)

Anytime during the Seller's review period, the Seller can reject the returned escrowed items by clicking the "Reject" icon on the Transaction screen in their Account. The Seller may only "Reject" the returned Asset if the Asset is not returned in the same condition as when it was sent from Seller to Buyer. In response to a valid claim for Seller rejection of returned escrowed Assets, both Buyer and Seller shall attempt good faith negotiation. The negotiation period shall be seven (7) calendar days (the "Negotiation Period") and will begin automatically upon Seller's rejection of returned Asset. If Buyer and Seller are unable to negotiate a settlement agreement during that time, a seven (7) calendar day Arbitration Period (as defined below) will begin to run immediately upon the expiration of the Negotiation Period. If neither Buyer nor Seller files for arbitration and gives notice within that time, including but not limited to, providing an acceptable form of proof via email to the non-filing party and confirmation from escrow@EscrowDomains.com in accordance with the Dispute Resolution section of this Agreement, then the Seller shall be deemed to have waived any rights Seller may have to all or any portion of the purchase price, the Transaction shall be moved to a Closed status, and G&L shall return Buyer's Funds less all Legal Fees and Expenses.

p) Information Sharing Amongst Transaction Parties (Transaction Agreement)

G&L reserves the right to share information concerning a given Transaction with the Transaction Parties as it deems appropriate to provide the Legal Services. With respect to Client, Client agrees to waive lawyer-client privilege with respect

to Account Information where G&L deems such waiver in the best interest of completing the Transaction in question or resolving a dispute related thereto.

q) Indemnification and Limitation of Liability (Transaction Agreement)

Each Transaction Party shall indemnify and hold the others and G&L harmless from and against any liability arising from their respective breach of a Transaction Agreement or this Agreement or any of their respective acts or omissions or those of their affiliates, agents or employees.

As between Transaction Parties only: (i) no party shall be liable for any indirect, consequential or punitive damages under any Transaction Agreement; and (ii) to the maximum extent permitted by law, the liability of each Transaction Party shall not exceed the total aggregate purchase price contemplated for the Asset in the Transaction Agreement.

r) Entire Agreement (Transaction Agreement)

The Transaction Agreement, such as it is, contains the entire understanding of the Transaction Parties concerning the Transaction and there are no commitments, agreements, or understandings between the Transaction Parties related to the Transaction other than those expressly set forth therein. The Transaction Agreement shall not be altered, waived, modified, or amended except in writing signed by the parties thereto.

16. Dispute Resolution

Disputes between any two or more Transaction Parties:

All Transaction Parties will be emailed a notification of the Negotiation Period. If both Buyer and Seller reach an agreement during the Negotiation Period, both parties are required to email escrow@EscrowDomains.com stating the terms of the negotiated settlement agreement. G&L may require additional verification to confirm the agreement; this may be performed by phone, email, another form of electronic communication, or any other method approved or agreed to in advance by G&L in its sole discretion.

If the Parties are unable to successfully negotiate a settlement agreement during the seven (7) day Negotiation Period, an Arbitration Period of seven (7) calendar days shall automatically commence immediately upon the expiration of the Negotiation Period. Binding arbitration shall be filed during this period with one of the following arbitration systems ACAB or the Virtual Courthouse, Proof must be provided to G&L and the other Transaction Parties to the Transaction before the end of the Arbitration Period. It is the sole responsibility of all Transaction Parties to perform any and all appropriate due diligence regarding the aforementioned arbitration services and websites to determine which dispute resolution program best suits their needs. If the Transaction Parties cannot agree on an arbitration service, then the first arbitration service engaged by either Party during the Arbitration Period shall arbitrate the disputed Transaction. Failure of any of the Transaction Parties to start arbitration during the Arbitration Period may result, at the discretion of G&L, in the return of Funds to the Buyer.

Disputes between Client and G&L shall be in accordance with the above arbitration clause.

17. Cancellation

If all Parties have not agreed to a Transaction Agreement, the Party that set up the Transaction Agreement can cancel the Transaction through their Account, or the Transaction will automatically time out due to inactivity after four (4) calendar days. If all Parties have agreed to the Transaction Agreement but G&L has not yet received Funds from Buyer, then either Party may cancel the Transaction by submitting a request via email (from the registered email address) referencing both the Transaction number and Transaction title in writing, or the Transaction will automatically time out due to inactivity if Buyer fails to select a payment choice within five (5) calendar days after the Transaction Parties have agreed to a Transaction Agreement. The Transaction will then be rescinded with no Legal Fees due. If the Buyer has selected a payment choice but G&L has not yet received Funds from Buyer, either Party may cancel the Transaction by submitting a request via email (from the registered email address) referencing both the Transaction number and Transaction title in writing, or the Transaction will automatically time out due to inactivity if payment is not received by G&L

within ten (10) calendar days after the Buyer has selected a payment choice. The Transaction will be rescinded with no Legal Fees due. If G&L has received the Buyer's Funds, either Party may request a cancellation but no Funds will be released unless G&L can confirm the Asset (e.g. domain and/or website) has not been released to the Buyer.

Once Funds have been received in escrow by G&L, Buyer remains responsible for all Legal Fees in the event of a rescission, cancellation or termination.

If the Seller fails to transfer the Asset(s) and provide proof of delivery by updating Transaction screen in their Account with transfer details, within ten (10) calendar days of G&L securing funds, the Buyer may request a cancellation. G&L will begin the 48-hour cancellation process, including but not limited to, contacting the Seller via phone or email to verify the transfer. If the Seller has started or completed the transfer to the buyer or to G&L, the Transaction cannot be cancelled, rescinded or terminated.

18. Payment Release

G&L will release Funds due to Buyer and Seller and Broker, where applicable, at the Close of Escrow – Buyer acceptance, Seller acceptance, or resolution of dispute via negotiation or arbitration and/or at predestined prompts in a Transaction. Funds payments may be made by bank wire transfer. We also may, in our sole discretion, use any and all remedies available to us to collect any outstanding Legal Fees or Expenses. The party named on the Transaction screen of each Account shall be responsible for paying all Legal Fees for the Transaction. In the event of rejection of Asset or cancellation after Funds are secured, the Buyer shall be responsible for and agrees to pay the Legal Fees disclosed on the Site at the time all Parties agree to these Terms of Use. Once paid, all Legal Fees are nonrefundable. As Legal Fees are a part of this Agreement you will be responsible for the Legal Fees stated on the Site at the time the transaction is begun. As our Legal Fees may change from time to time in G&L's absolute and sole discretion you should check the then current Legal Fees prior to starting a Transaction. G&L is not responsible for payment of any sales, personal property or other governmental tax or levy imposed on any items purchased or sold

through the Site or otherwise arising from the Transaction unless such payments are agreed to in a Custom Transaction Agreement accepted by G&L. Wire transfers may be limited by your agreement with your financial institution and/or by applicable law; as such G&L is not liable to any User if a Transaction is not completed as a result of any such limit. Unless otherwise stated, all fees and currency amounts are quoted in United States Dollars.

19. All Payments Ancillary to Legal Services

The Legal Services may not be used other than for the purpose of establishing and Closing Asset purchase and sale Transactions. G&L shall not accept any Funds that are not specifically related to an identified Transaction. G&L is not a bank, money transmitter or other form of money services business and will not accept any Funds simply for the sole purpose of transmitting them to a third party. All Funds received by G&L are received ancillary to G&L supply of legal advice in the form of Legal Services to Transaction Parties under this Agreement and agreements between G&L and Other G&L Clients.

20. Payment Method

A number of payment methods are presented for payment to G&L on the Site. Client sending Funds shall first indicate via the website which method it intends to use prior to sending any Funds. When sending the Funds the Client must include the Transaction number in the notes associated with the sending of the Funds. G&L reserves the right to require additional information in respect of any Funds payment and may also require that Funds payments be made with additional nominal amounts (up to USD \$0.99 per payment) so as to assist G&L in identifying the source of each payment.

By providing G&L or its payment processor with your credit or debit card information you are hereby authorizing G&L or its payment processor to process a payment transaction on such card for the amount specified through your Account. You represent that you are the lawful cardholder of the debit or credit card provided to us for such purpose.

21. Finality of Payment

Upon release of the any escrowed Funds, the Transaction shall be deemed Closed. There will be no further obligation on the part of any Transaction Party or G&L pertaining to the matter, other than any confidentiality terms.

22. Unclaimed Funds

Unclaimed escrowed Funds held in trust for over six (6) years will be transferred to the the appropriate Court, An arbitration holding account, the District of Columbia or Maryland child's fund or be distributed as appropriate per the situation. If no other authority is available to make the decision then G&L shall be authorized to make the decision in its sole discretion. Absent agreement otherwise, G&L shall have the right to charge bank holding fees and other identifiable expenses against any such funds.

23. Digital Identification

Legislation passed in the U.S., Canada, U.K., E.U., Australia, India, New Zealand, and most nations around the world establishes the legality of e-signatures. Documents signed online with legally compliant e-signature software are as valid and binding as traditional pen-and-paper documents.

Any Party clicking the "Agree" button agrees to these Terms of Use, the Site and Legal Services, and acknowledges that such action shall constitute that Party's binding digital signature. A Transaction Party shall supply ink signatures for any documentation or additional identification or evidence of acceptance of this Agreement or any Transaction Agreement, as may be required by G&L, acting in its sole discretion.

24. Duties of G&L and Limitation of Liability

You acknowledge and agree that G&L shall have no duty or obligation hereunder other than to take such specific actions as are required of it from time to time under these Terms of Use and any associated Transaction Agreements, and G&L

shall not incur any liability hereunder or in connection herewith for anything whatsoever other than any liability resulting from its own willful misconduct or unlawful acts or omissions. G&L's only duties and responsibilities hereunder shall be the duties and obligations specifically set forth herein. G&L is not required, and will not be asked, to enforce any Transaction Agreement or any other agreement between Buyer and Seller.

BUYER EXPRESSLY AGREES THAT BUYER IS PURCHASING RIGHTS TO THE DOMAIN NAME OR OTHER MERCHANDISE AT BUYER'S SOLE RISK. OTHER THAN AS PROVIDED IN THIS AGREEMENT, G&L DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. G&L MAKES NO WARRANTY THAT THE ASSET WILL MEET BUYER'S REQUIREMENTS, OR THAT BUYER WILL ATTAIN SPECIFIC RESULTS OR VALUE FROM REGISTRATION OR USE. OTHER THAN IN A BONA FIDES CLAIM IN NEGLIGENCE AGAINST G&L RELATED TO LEGAL SERVICES RENDERED HEREUNDER, NO TRANSACTION PARTY WILL NAME (AND IF NAMED WILL IMMEDIATELY DISMISS) G&L OR ANY OF ITS PARTNERS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES IN ANY ACTION, ARBITRATION, OR OTHER PROCEEDING THAT DIRECTLY OR INDIRECTLY RELATES TO OR ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

In the performance of its duties hereunder, the G&L shall be entitled to rely upon any document, instrument or signature purporting to be genuine and purporting to be signed by a party or its successor unless G&L has actual knowledge to the contrary. G&L may assume that any person purporting to give any notice or instructions in accordance with the provisions hereof has been duly authorized to do so.

G&L shall not be liable for any error of judgment, or any action taken or omitted to be taken hereunder, except in the case of G&L's willful, bad faith misconduct, nor shall G&L be liable for the conduct or misconduct of any employee, agent or attorney thereof, except in the case of the willful, bad faith misconduct of any employee, agent or attorney thereof. G&L shall be entitled to consult with

counsel of its choosing and shall not be liable for any action suffered or omitted in accordance with the advice of such counsel.

G&L shall not be bound or in any way affected by any notice of any waiver, modification, amendment, rescission or cancellation of this Agreement, or of any fact or circumstance affecting or alleged to affect rights or liabilities hereunder other than as is herein set forth, or affecting or alleged to affect the rights and liabilities of any other person, unless notice of the same is delivered to G&L in writing, signed by the proper parties to G&L's satisfaction and, in the case of modification, unless such modification shall be approved by G&L in writing.

G&L and any successor, as the case may be, may resign his or its duties, and be discharged from all obligations hereunder at any time upon giving five (5) days prior written notice to each of the Parties hereto and upon return of a pro rated portion of the Fee, if appropriate in G&L's sole discretion, to the appropriate party or parties. The Parties hereto will thereupon jointly designate a successor hereunder within said five (5) day period to whom the registration of the Domain Name and or monies will be transferred. In default of such a joint designation of a successor or if a bankruptcy or other Court action has been filed, G&L may, at its sole discretion, petition the appropriate court, that being either the Circuit Court for Montgomery County, Maryland to designate a successor, or, if for any reason such a petition is not filed, G&L may retain the escrowed Funds or other property in its attorney escrow account until otherwise directed by the Transaction Parties, jointly, or the expiration of the Term, in each case, without liability, obligation or responsibility.

Notwithstanding anything to the contrary herein, G&L will have the right to terminate its duties as hereunder, including, but not limited to, (i) the deposit or transfer of Funds or Assets in escrow to the appropriate court, and the commencement of an action of interpleaders, and (ii) in the event of litigation between the Parties with respect to or arising out of the transfer Agreement, this Agreement, the escrow Funds, or the Asset, G&L may deposit or transfer the Assets and or Funds with the court in which said litigation is pending, and, in any such event, G&L shall be relieved and discharged from any liability or responsibility to the Parties hereto. G&L shall not be under any obligation to take any legal action in connection with this Agreement or the settlement agreement,

or their enforcement or to appear in, prosecute or defend any action or legal proceeding which, in the opinion of G&L, would or might involve G&L in any cost, expense, loss, damage or liability, unless and as often as requested, G&L shall be furnished with security and indemnity satisfactory to G&L against all such costs, expenses (including attorney's fees), losses, damages and liabilities ("litigation costs"). If G&L is pulled into litigation, for any reason, then all parties agree to be responsible, jointly and severally, for all of G&L's litigation costs.

Under no circumstance will G&L be liable for any acts done or taken or omitted in good faith, or for any mistakes of law or fact, or for anything which it may do or refrain from doing in connection herewith, except its own negligence, willful misconduct or bad faith misconduct.

G&L makes no representation or warranty as to the validity or enforceability of any Custom Transaction Agreement unless it was drafted or expressly approved by G&L prior to the acceptance thereof by the Transaction Parties.

25. Seller's Representations, Warranties and Covenants

Seller represents to Buyer, Broker, if any, and G&L each of the following:

- a. Seller shall deliver to Buyer right, title and interest in the Asset (e.g. domain name) free and clear of any liens or encumbrances of any nature, except only those created by the applicable registration agreement associated therewith, together with all Seller's right, title, and interest in any intellectual property rights associated with same, including, without limitation, affiliated trademark rights (if applicable) and all associated good will;
- b. Seller holds all rightful right and interest in and to the Asset, free and clear of any lien or encumbrance (other than that created by any applicable registration agreement) and Seller has no actual knowledge of any right or interest held therein by any third party, including, without limitation, by way of lease, security interest or similar claim that may, in any manner, restrict, impede or adversely effect the consummation of the Transaction underlying this Agreement;

- c. No fees are owing to any person/entity (including any registrar or government agency) with regard to the registration/maintenance of the Asset. All registration fees shall remain fully paid until final transfer of any Asset to Buyer under this Agreement;
- d. No false statement has been, or will be, used in connection with the registration/maintenance of the Asset, or the Transaction contemplated by this Agreement. Any revenue, traffic or other details provided by Seller in connection with this Transaction are correct and have not been manipulated through any dishonest or contrived means; and
- e. Seller is not seeking, and has not sought to use or sell the Asset for any unlawful purpose, including, but not limited to, unfair competition.

26. Buyer's Representations, Warranties and Covenants

Buyer represents, warrants and covenants to Seller, Broker, if any, and G&L that Buyer has provided full, complete and truthful information to Seller and G&L, and will not, and has no intent to, use the Asset in any manner that may infringe upon the proprietary rights of any third party or for any unlawful purpose, including, without limitation, unfair competition.

27. Entire Agreement

This Agreement contains the entire understanding of you and G&L and there are no commitments, agreements, or understandings between you and G&L other than those expressly set forth herein.

28. Assignment

You may not assign this Agreement or delegate any of your duties under this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the Parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this

Agreement will not constitute a waiver of our right to subsequently enforce such a provision or any other provision of this Agreement. We reserve the right to assign some or all of our obligations under this Agreement on notice to you through the Account, by email or by mail provided that the assignee is qualified to perform the Legal Services.

29. Availability of Site/Legal Services

Subject to the terms and conditions of this Agreement and our other policies and procedures, we shall use commercially reasonable efforts to attempt to provide this Site and the Legal Services on a twenty-four (24) hours a day, seven (7) days a week basis. You acknowledge and agree that from time to time this Site and Legal Services may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions; periodic maintenance, repairs or replacements that we undertake from time to time; or causes beyond our reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other failures. You acknowledge and agree that we have no control over the availability of this Site or the Legal Services on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

30. Eligibility

You must be eighteen (18) or over, or be represented by someone eighteen (18) or over, to create an Account or otherwise use any of the Legal Services. Use of the Legal Services is void where prohibited. By using the Legal Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions hereof as well as any Transaction Agreement that may be formed through the use thereof.

31. Prohibited Conduct

The Legal Services are only available for lawful items. You may not use the Site or the Legal Services to: (a) violate the legal rights (such as rights of privacy and

publicity) of others; (b) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless you own, control such rights or have received all necessary consents for your use of such software and other materials; (c) Uploading, posting or otherwise transmitting any content that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment such as “Trojan horses,” or engaging in activities that result in illegal access to other computers or networks, including those of G&L or any Other G&L Client; (d) restrict or inhibit any other user from the use and enjoyment in the Legal Services or the Site, interfering with or disrupting the Legal Services or the Site service or servers or network connected to the Site; (e) sale or distribute: firearms, ammunition, explosives, tobacco products, liquor and the sale or transfer of liquor licenses, controlled substances and pharmaceuticals, food that does not comply with all applicable laws for sale to consumers by commercial merchants, real property or any interest in real property, mortgages or deeds of trust, counterfeit, pirated or stolen goods, fraudulent goods, any goods or services that infringe or otherwise violate a third party’s rights, registered or unregistered securities, goods or services that: (i) are misrepresented, (ii) you cannot legally sell, and/or (iii) if sold, would cause G&L to violate any law, statute or regulation; (f) violate the rights of any third parties, including, but not limited to, trademark, copyright, naming or publicity rights, or (g) violate any applicable government laws or regulations. G&L will cooperate with legal authorities and Internet service providers in releasing information about users who violate the terms of this Agreement or posted policies. Users agree to indemnify and hold G&L harmless for losses resulting from any use or attempted use of the Legal Services in violation of this Agreement. Applicable state or federal laws and regulations may further limit the Legal Services.

32. Indemnification

NONE OF WHAT FOLLOWS SHALL BE INTERPRETED TO LIMIT THE LIABILITY OF G&L FOR ITS OWN NEGLIGENCE OR FRAUD IN THE DELIVERY OF THE LEGAL SERVICES HEREUNDER.

YOU AGREE TO INDEMNIFY, DEFEND (THROUGH COUNSEL OF G&L'S CHOOSING), AND HOLD HARMLESS G&L AND PARTNER, AFFILIATE, OFFICER, DIRECTOR, AGENT, AND EMPLOYEE (EACH AN "INDEMNITEE") FROM ANY ACTION, LOSS, LIABILITY, DAMAGES, RECOVERIES, SETTLEMENTS, EXPENSE, CLAIM OR DEMAND (INCLUDING ATTORNEY, ACCOUNTANT, AND EXPERT WITNESS FEES AND COSTS) (COLLECTIVELY "CLAIM"), KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH (i) ANY ACT WHICH IT MAY UNDERTAKE OR REFRAIN FROM PERFORMING IN CONNECTION WITH THIS AGREEMENT OR ANY LITIGATION OR CAUSE OF ACTION ARISING FROM IN CONJUNCTION WITH THIS AGREEMENT, ANY TRANSACTION AGREEMENT OR THE LEGAL SERVICES; (ii) ANY ACT OR OMISSION BY YOU, INCLUDING, YOUR USE OF THE SITE OR LEGAL SERVICES, OR YOUR BREACH OF THIS AGREEMENT OR ANY OTHER AGREEMENT WITH ANY THIRD PARTY OR WITH, INCLUDING A TRANSACTION AGREEMENT, (iii) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF G&L, AN OTHER G&L CLIENT OR ANY THIRD PARTY, INCLUDING ANY ALLEGED OR ACTUAL VIOLATION OF ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHTS, OR (iv) ANY ACT OR OMISSION ON THE PART OF ANY INDEMNITEE (PROVIDED THAT YOU SHALL NOT BE OBLIGATED TO INDEMNIFY AS TO ACTS OR OMISSIONS BY INDEMNITEES TO THE EXTENT SUCH CLAIM AROSE AS A DIRECT CONSEQUENCE OF AN INTENTIONAL ACT BY SUCH INDEMNITEE).

If G&L elects to control its defense, G&L may settle or resolve such Claim in its sole discretion and the foregoing indemnification obligations shall still apply. If G&L elects not to control its defense you will do so. However, you may not settle or resolve any such Claims without our express written consent unless the resolution requires a withdrawal or dismissal (with prejudice), or full and final release in our favor of all Claims asserted against us), all without admission of liability, payment obligation, or agreement to refrain from any undertaking, on the part of G&L or any Indemnatee. Any claim or cause of action arising out of or related to this Agreement, the Site, or Legal Services must be commenced within one (1) year after the cause of action arises; otherwise, such cause of action is permanently barred. NO STATEMENTS, ADVICE OR INFORMATION PROVIDED TO YOU BY ANY EMPLOYEE OR REPRESENTATIVE OF G&L SHALL CREATE

ANY OTHER WARRANTY OR ALTER THE PROVISIONS OF THIS SECTION. The provisions in this Section shall apply to the fullest extent permitted by law.

33. Security

Information submitted to the Site is governed according to the Site's current Privacy Policy as set out on the Site. You agree to provide true, accurate, current, and complete information when registering with the Site. It is your responsibility to maintain and promptly update this Account Information to keep it true, accurate, current, and complete. If you provide any information that is fraudulent, untrue, inaccurate, incomplete, or not current, or we have reasonable grounds to suspect that such information is fraudulent, untrue, inaccurate, incomplete, or not current, we reserve the right to suspend or terminate your account without notice and to refuse any and all current and future use of the Site and the Legal Services.

Although sections of the Site may be viewed simply by visiting the Site, in order to access your Account and/or create Transactions on the Site, or otherwise use the Legal Services, you will need to register for an account. If you create an account on the Site, you may be asked to supply your registered email address and password. You grant G&L and all other persons or entities involved in the operation of the Site the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the Site and in the provision of services to you. G&L cannot and does not assume any responsibility or liability for any information you submit, or your or third parties' use or misuse of information transmitted or received using the Site. To learn more about how we protect the privacy of the personal information in your account, please visit our Privacy Policy.

This Site has security measures in place to protect against the loss, misuse or alteration of the information under our control. When you enter sensitive information, such as Account Information on our Site, we encrypt the transmission of that information using secure socket layer technology (SSL). G&L follows generally accepted standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet, or method of electronic storage, is 100% secure,

however. Therefore, we cannot guarantee its absolute security.

34. Termination

These Terms of Use are effective until terminated by you or by G&L. If you no longer agree to be bound by these Terms, you must cease use of the Site. If you are dissatisfied with the Site, its content, or any of these terms, conditions, and policies, your sole legal remedy is to discontinue using the Site. G&L reserves the right to terminate or suspend your access to and use of the Site, or parts of the Site, without notice, if we believe, in our sole discretion, that such use (i) is in violation of any applicable law; (ii) is harmful to our interests or the interests, including intellectual property or other rights, of another person or entity; or (iii) where G&L has reason to believe that you are in violation of these Terms of Use. The User is liable for all Transactions that are initiated in the Legal Services prior to termination of your account, including but not limited to payment of all amounts/fees owed and delivery of items stipulated in the Transaction. As set forth in the Terms of Use, in the event of dispute, you are required to initiate arbitration proceedings between Seller and Buyer prior to termination.

35. Written Agreement

These Terms of Use represent the final agreement between the Parties, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten oral agreements between the Parties. Any agreements for the sale of assets shall not include G&L and G&L is not bound by any such agreement. G&L's sole association with the latter contract is to provide Legal Services associated with it by reviewing, researching and administering the following of the terms of said contract. If the parties have chosen to use the terms stated online as the terms for their agreement then the other terms of these terms and conditions / attorney client agreement shall apply as additional elements of the contract between the parties only if applicable.

36. Amendments

G&L reserves the right to amend these Terms of Use by notice through the

Account or by email to you. If you procure Legal Services, no such amendment shall have the effect of prejudicing your rights as a client of our law firm.

Some Legal Services may require separate terms of engagement, in which case such additional terms of engagement will be entered into by electronic means or in writing in addition to these Terms of Use.

37. Titles and Headings; Independent Covenants; Severability

The titles and headings of this Agreement are for convenience and ease of reference only and shall not be utilized in any way to construe or interpret the agreement of the parties as otherwise set forth herein. Each covenant and agreement in this Agreement shall be construed for all purposes to be a separate and independent covenant or agreement. If a court of competent jurisdiction holds any provision (or portion of a provision) of this Agreement to be illegal, invalid, or otherwise unenforceable, the remaining provisions (or portions of provisions) of this Agreement shall not be affected thereby and shall be found to be valid and enforceable to the fullest extent permitted by law.

38. Force Majeure

G&L shall not be liable to the undersigned for any loss or damage arising out of any acts of God, strikes, equipment or transmission failure, war, terrorism, or any other act or circumstance beyond the reasonable control of G&L.

39. Miscellaneous

G&L manages the Site and Legal Services from its offices in Washington, D.C. You agree that no joint venture, partnership, employment, or agency relationship exists between you and either or both of as a result of this Agreement or use of the Site or Legal Services. With the exception of our attorney work-product and the contents of your Account Information, that belong to you, you agree that G&L holds all right, title and interest in and to all Legal Services and Site, any information and technology used to provide the Legal Services, including any application programming interfaces, and all intellectual property rights of G&L

including other rights related to intangible property. You acknowledge that no title or interest in such intellectual property rights is being transferred to you and you agree to make no claim of interest in any such Legal Services.

Any attempt by your creditors to obtain an interest in your rights under this Agreement, whether by attachment, levy, garnishment or otherwise, renders this Agreement voidable at G&L's option.

40. Glossary

When used in the Agreement, the following terms shall have the respective meanings indicated, such meanings to be applicable to both the singular and plural forms of the terms defined.

“Account Information” means information that we maintain in your attorney client file related to the Legal Services you procure, including but not limited to your User ID, Account and Transaction information.

“Additional Services” means Legal Services that are in addition to those initially agreed upon in the initial Specific Instructions.

“Agreement” or “Terms of Use” means this agreement.

“Asset” has the meaning given in Sub-Section 14.a).

“Broker” has the meaning given in Sub-Section 14.b)iii).

“Buyer” has the meaning given in Sub-Section 15)b)ii)

“Close of Escrow” refers to the completion of the Transaction by Buyer, Seller, and Broker(s) if applicable.

“Close” means the closing of a purchase and sale Transaction that includes a Buyer, Seller and Broker, if applicable.

“Custom Transaction Agreement” means a Transaction Agreement that is

different from that set out in this Agreement and has been uploaded to the Account and accepted by the Transaction Parties thereto.

“Domain” has the meaning given in Sub-Section 15)b)i).

“Escrow Funds” refers to Funds deposited into escrow by the Parties.

“Escrow Services” refers to that part of our Legal Services consisting of providing of fiduciary services for the purpose of guaranteeing a contract, deed, bond, or other written agreement deposited with said fiduciary, through whom it is to be delivered to the grantee or promise on the fulfillment of some condition. Such fiduciary services are legal services.

“Funds” means some or all of the purchase price for a Domain, Legal Fees, Broker fees or other fees related to a Transaction.

“Greenberg & Lieberman, LLC”, as “we” or “us” or the “Firm” or “G&L” means the law firm of Greenberg & Lieberman, LLC, with its primary address of 1775 Eye St., NW, Suite 1150 Washington, D.C. 20006 U.S.A.

“Legal Fees” means the fees that you are obligated to pay for our Legal Services as disclosed on the Site, the Account or within Specific Instructions.

“Legal Services” refers to the legal advice services of our law firm provided by one or more of our licensed attorneys through the Site and specifically procured by you which may include, depending on your discretion and our discretion as evidenced by your Specific Instructions, the supply of Transaction Agreements, legal advice on language of Transaction Agreements, drafting of generic or unique Transaction Agreements, advice on acquisition and protection of intellectual property rights, including related internet domains, intellectual prosecution (the applying for patents, trademarks or copyrights), litigation services and Escrow Services. Legal Services shall never consist of only Escrow Services. The Legal Services include either (i) Basic Legal Service, where G&L does not take possession or control of the Asset; (ii) Premium Legal Service, where G&L does take possession as an escrow agent of the parties of the Asset;

(iii) Financed Legal Service; or (iii) such other variation as may be agreed between you, G&L and the Other G&L Client, as the case may be.

“Other G&L Client” has the meaning given in Sub-Section 14.a).

“Party” or “You” or “Your” or “Client” refers to the Buyer, Seller, and/or Broker(s) that is party to this Agreement or another agreement with us.

“Payment Schedule” means the schedule by which Funds are to be paid from Buyer to Seller (either directly or through G&L as escrow agent) pursuant to the Transaction Agreement.

“Seller” means the Seller of a Domain pursuant to a Transaction for which Legal Services hereunder are procured under this Agreement.

“Site” refers to the domains, sub-domains and affiliated domains.

“Specific Instructions” means specific instructions provided by you to us through the Account, in a schedule to a written version of this Agreement or by such other means as is acceptable to both you and us.

“Transaction Agreement” means that agreement or agreements between Buyer, Seller and Broker, if applicable, that, together, form the complete legal terms of the Transaction. Where indicated by you and an Other G&L Client, the relevant provisions of this Agreement shall be part or all of the Transaction Agreement. G&L is not a party to the Transaction Agreement.

“Transaction Parties” means Buyer, Seller and Broker, if any, but does not include G&L.

“Transaction” means your actual or attempted use of the Legal Services through the Site to effectuate a contract of any sort or to access or update Account Information.

When used in this Agreement, the singular shall include the plural and vice-versa.

Last updated February 20, 2017.